



# Commonwealth of Massachusetts State Ethics Commission

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**SUFFOLK, ss.**

**COMMISSION ADJUDICATORY  
DOCKET NO. 622**

**IN THE MATTER  
OF  
ROBERT G. RENNA**

## **DISPOSITION AGREEMENT**

The State Ethics Commission and Robert G. Renna enter into this Disposition Agreement pursuant to Section 5 of the Commission's Enforcement Procedures. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On June 23, 1999, pursuant to G.L. c. 268B, § 4(a), the Commission initiated a preliminary inquiry into possible violations of the conflict-of-interest law, G.L. c. 268A, by Renna. The Commission has concluded its inquiry and, on March 1, 2001, found reasonable cause to believe that Renna violated G.L. c. 268A, §§ 19 and 23.

The Commission and Renna now agree to the following findings of fact and conclusions of law:

### **Introduction**

1. The Lexington-Arlington-Burlington-Bedford-Belmont Collaborative ("LABBB") operates public school programs for students with developmental challenges, and serves about 250 students between the ages of 10 and 22. LABBB is overseen by a board of directors comprising the public school superintendents and special education administrators of the five LABBB member communities. LABBB is a municipal agency within the meaning of G.L. c. 268A.

2. In 1977, the LABBB board of directors appointed Renna as one of its program directors. Renna continued to serve in that capacity until 2002. As such, Renna was a municipal employee as that term is defined in G.L. c. 268A, § 1, and subject to the provisions of the conflict-of-interest law, G.L. c. 268A.

3. As a LABBB program director, Renna managed LABBB's Vocational Training Program in Lexington, and two smaller programs in Bedford and Belmont. Renna supervised the work of many LABBB employees and consultants. Renna's LABBB office was in the Lexington High School.

4. Since about 1981, the LABBB programs directed by Renna employed as a core component a counseling and management technique called "reality therapy," which LABBB employees working under Renna's direction were encouraged to use philosophically and generally for classroom management. Renna himself was trained in reality therapy and provided reality therapy training at LABBB sites during LABBB hours to certain LABBB employees.

5. In 1993, Renna, two of his LABBB subordinates and a LABBB consulting psychologist formed a private, unincorporated business association called Northeast Reality Therapy Associates ("NERTA"). Until NERTA ceased its operations in 1997, NERTA's primary business was reality therapy training. Between 1993 and 1997, Renna trained others including LABBB staff in reality therapy for compensation under the NERTA name.

6. Reality Therapy training programs in which Renna, NERTA and LABBB all played roles at different

points in time were held in June 1995, September 1995, June 1996, July 1996, February 1997, March 1997 and June/July 1997; some of these programs were held at Lexington High School.

### **Payment of LABBB Funds to NERTA**

7. While employed by LABBB, Renna was responsible for managing a particular LABBB checking account ("the LABBB Vocational Account"). The LABBB Vocational Account was funded principally by the employers of LABBB students. It was used to pay both for expenses associated with the recreational activities and transportation of LABBB students, as well as for staff training. All checks written on the LABBB Vocational Account were either personally signed by Renna or stamped (with Renna's signature stamp) by Renna or one of two other LABBB employees.

8. As the signatory of the Vocational Account, Renna decided whether and to what extent the Vocational Account would be used to pay the tuition for LABBB staff to attend NERTA-sponsored reality therapy conferences, training and programs. Renna also approved or disapproved the decisions of LABBB staff concerning their participation in such training.

9. As a LABBB program director, Renna was in a position of trust with regard to LABBB funds in general and the LABBB Vocational Account in particular.

10. Between May 1995 and June 1997, Renna wrote ten checks on the LABBB Vocational Account totaling \$10,350 for members of the LABBB staff to attend reality therapy training sessions. Renna endorsed these checks on behalf of NERTA and deposited them into NERTA's checking account. According to Renna, this money was used to pay for LABBB staff to attend NERTA-sponsored reality therapy conferences, training and programs.

11. In 2002, LABBB hired an independent accounting firm to sort out Renna's use of LABBB funds to pay NERTA. The independent auditor concluded that Renna had personally benefited from some of those payments. In settlement of the matter, Renna reimbursed LABBB for those amounts.

12. Except as otherwise provided therein, G.L. c. 268A, § 19 prohibits a municipal employee from participating as a municipal employee in a particular matter in which to his knowledge he or a business organization in which he is serving as an officer, director, trustee, partner or employee has a financial interest.

13. By deciding as a LABBB program director to make each above-described payment to NERTA using LABBB Vocational Account funds while knowing that NERTA had financial interests in those decisions, Renna participated as a municipal employee in particular matters in which to his knowledge he and a business organization of which he was an owner and employee had financial interests. Each time he so acted, Renna violated § 19. None of the § 19 exemptions apply in this case.

### **Use of LABBB Funds to Pay NERTA Instructors and Speaker**

14. Between 1995 and 1997, at or around the time of each of NERTA's reality therapy programs, Renna received and deposited into NERTA's checking account numerous tuition payment checks from NERTA program participants, including LABBB staff, payable to NERTA.

15. In June 1995, Renna as a LABBB program director approved and/or authorized the preparation of two LABBB purchase orders requesting that LABBB pay a total of \$7,650 to two reality therapy instructors who taught at a June 1995 NERTA reality therapy training program. Renna signed both his name and his supervisor's name to these two purchase orders as he was authorized to do on all such purchase orders. Renna then submitted the purchase orders or caused them to be submitted to LABBB's fiscal agent for approval and payment. LABBB's fiscal agent approved these LABBB purchase orders as submitted, and the two instructors were compensated with LABBB funds.

16. In June 1996, Renna wrote two LABBB Vocational Account checks totaling \$3,479.86, payable to a reality therapy instructor who taught at a June 1996 NERTA reality therapy training program. The money covered the instructor's training fee, travel and expenses.

17. In March 1997, Renna wrote a \$1,900 LABBB Vocational Account check payable to William Glasser, one of the creators and a leading proponent of reality therapy. The money covered Glasser's attendance fee for speaking at a March 14, 1997 NERTA program.

18. The money that LABBB paid to NERTA's instructors and to Glasser should have been paid from the tuition payments provided by the program participants, including tuition payments provided by LABBB on behalf of its staff. By using additional LABBB funds to pay the instructors, Renna saved NERTA a substantial sum of money that NERTA would otherwise have had to pay, even if the events were jointly sponsored. NERTA benefited from this savings.

19. By deciding as a LABBB program director to pay NERTA program instructors with LABBB funds or from the LABBB Vocational Account while knowing that NERTA had financial interests in those decisions, Renna participated as a municipal employee in particular matters in which to his knowledge he and a business organization of which he was an owner and employee had financial interests. By so acting, Renna violated § 19. None of the § 19 exemptions apply in this case.

20. Section 23(b)(2) of G.L. c. 268A prohibits a municipal employee from knowingly or with reason to know using or attempting to use his official position to obtain for himself or others unwarranted privileges or exemptions which are of substantial value and are not properly available to similarly situated individuals. Anything worth \$50 or more is of substantial value for G.L. c. 268A purposes.

21. By his above-described use of LABBB funds to pay NERTA's instructors and Glasser when NERTA should have made those payments, Renna knowingly or with reason to know used his official position as a LABBB program director to obtain unwarranted privileges or exemptions of substantial value not properly available to similarly situated individuals. By so acting, Renna violated § 23(b)(2).

#### **Use of LABBB Funds to Pay Renna's American Express Expenses**

22. From 1995 through 1997, Renna used the LABBB Vocational Account to make at least ten payments to his personal American Express account. These payments totaled over \$8,000. The LABBB Vocational Account and the procedures for its use were established by LABBB, and according to Renna, this money was used in accordance with LABBB procedures to pay for LABBB-related expenses incurred while out-of-state.

23. The independent auditor reviewed the AmEx charges and concluded that the expenses were attributable to conferences and seminars consistent with professional development activities that LABBB supported.

24. By deciding as a LABBB program director to use the LABBB Vocational Account to pay his AmEx account while knowing that he had financial interests in those decisions, Renna participated as a municipal employee in particular matters in which to his knowledge he had financial interests. By so acting, Renna violated § 19. None of the § 19 exemptions apply in this case.

#### *Resolution*

In partial settlement of these matters with LABBB, Renna reimbursed LABBB \$9,000 and resigned his position as program director. In view of the foregoing violations of G.L. c. 268A by Renna, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Renna:

(1) that Renna pay to the Commission the sum of \$4,000 as a civil penalty for violating G.L. c. 268A, §§ 19 and 23(b)(2), in accordance with the attached appendix; and

(2) that Renna waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

**DATE: December 4, 2002**